

4. To mitigate the effects of Ferring's undisclosed methods for seeding predictive-coding protocol, Ferring shall promptly provide search analytics including hit reports for all search terms Braintree suggests against the universe of electronic materials that include mailboxes of pertinent Ferring salespeople, and then the parties shall confer in good faith to modify such terms if necessary to avoid an unduly burdensome manual review of hits; and
5. Ferring shall produce responsive discovery concerning Braintree's marketing and business information in its possession (other than items produced by Braintree in this case), Ferring's recruitment and hiring of Braintree's former employees, and Ferring's off-label marketing practices, including interrogatories 20-22, documents in response to Braintree's first request for production Nos. 16 and 17, and documents in response to the second requests for production 1-7 and 9.

In support of its motion, Braintree relies on the accompanying memorandum of law, the declaration of Barry S. Pollack, and the referenced exhibits.

CERTIFICATE PURSUANT TO LOCAL RULE 37.1

Undersigned counsel hereby certifies that Braintree, as further explained in the accompanying Memorandum, has conferred with opposing counsel concerning the matters raised in this motion and has been unsuccessful in resolving this dispute.

Dated: September 11, 2015

Respectfully submitted,

/s/ Barry S. Pollack

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Certificate of Service

The undersigned certifies that this document, filed through the ECF system, will be electronically served on counsel who are registered users of ECF on September 11, 2015.

/s/ Barry S. Pollack